MST

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1658 OF 1992

Punjab & Sind Bank — Plaintiff
versus
Chain Raj Sharma & others — Defendants

WITH
SUIT NO.1795 OF 1992

Punjab & Sind Bank — Plaintiff
versus
Ms.Renu S. Gaggar & others — Defendants

WITH
SUIT NO.2010 OF 1992

Punjab & Sind Bank — Plaintiff
versus
Jignesh Pratapbhai Kapadia & ors. — Defendants

WITH
SUIT NO.2027 OF 1992

Punjab & Sind Bank — Plaintiff
versus
Hiran Jayprakash Parekh & ors. — Defendants

WITH
SUIT NO.2029 OF 1992

Punjab & Sing Bank — Plaintiff
versus
Babulal Ramanbhai Doshi & ors. — Defendants

WITH
SUIT NO.2786 OF 1992

Punjab & Sind Bank — Plaintiff
versus
Rajendra Jayantilal Vyas & ors. — Defendants

WITH
SUIT NO.2914 OF 1992

Punjab & Sind Bank — Plaintiff

MST

versus
J.P.Sampat & others Defendants

Mr.R.M.Jayakar for plaintiffs.
None for the defendants.

CORAM : DR.D.Y.CHANDRACHUD, J.

DATE : 09TH JULY 2007

PC :

1. These suits under Order XXXVII of the Code of Civil Procedure have been instituted for the recovery of monies lent and advanced. It has been stated before this Court that on 8th August 1996 a learned Single Judge of this Court passed a conditional order granting leave to the defendants to defend the summary suits upon a deposit of the entire claim in each suit within a period of eighteen weeks. The learned counsel appearing on behalf of the plaintiff has stated that the order of the learned Single Judge was carried in appeal. The appeal was, however, dismissed in default on 3rd August 2005.

2. The net result, therefore, is that the order of the learned Single Judge granting leave to defend subject to the condition of deposit continues to hold the field. The defendants have failed to comply with the conditions subject to

MST

which leave to defend was granted. In the circumstances, in view of provisions of Sub Rule 3(6)(b) of Order XXXVII of CPC, the plaintiff shall be entitled to judgment.

3. The claim of the plaintiffs fall within the purview of Order XXXVII of CPC since it is based on written contract. The defendants have failed to comply with the conditions subject to which leave to defend was granted. The suits shall accordingly stand decreed as prayed in terms of prayer clauses (a) and (b) subject to the modification that the plaintiffs will be entitled to interest @ 12% p.a. on the principal sum from the date of suit until payment or realisation.

(DR.D.Y.CHANDRACHUD, J.)